

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Noe Mercado,

Plaintiff,

v.

Dracarys Polo Team LLC and  
Chetan Krishna,

Defendants.

Case No. 24-CV-80096

PLAINTIFF DEMANDS  
TRIAL BY JURY

**COMPLAINT**

Plaintiff, Noe Mercado (“Plaintiff”), by and through their attorneys, Daniel I. Schlade, complain against Dracarys Polo Team LLC (“Defendant” or “Dracarys Polo Team”) and Chetan Krishna (“Defendant” or “Krishna”). Dracarys Polo Team and Krishna may collectively be referred to as (“Defendants”). In support of this Complaint, Plaintiff states:

**Introduction**

1. This action seeks redress for Defendants’ willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (“FLSA”), as well as any related state law claims, for Defendants’ failure to pay overtime wages owed.

**Parties**

2. Plaintiff is a resident of Wellington, Florida; and he was employed by Defendants.

3. Dracarys Polo Team LLC is a business that is located, headquartered, and conducts business in Wellington, Florida.

4. Chetan Krishna is the President and Manager of Dracarys Polo Team LLC, and he was in charge of its employees. On information and belief, Chetan Krishna is a resident of Wellington, Florida.

5. Defendants are “an enterprise engaged in commerce or in the production of goods for commerce” under 29 USC § 203(s)(1)(A)(i) and (ii) because they have annual gross volume of sales made or business done of at least \$500,000; and because they are engaged in interstate commerce or in the production of goods for interstate commerce. Additionally, they have more than three employees.

#### **Jurisdiction And Venue**

6. The Court possesses subject matter jurisdiction over the FLSA claim(s) pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. § 1331 (federal question), and 28 U.S.C. §1337; and supplemental jurisdiction over any related state law claim(s) pursuant to 28 U.S.C. § 1367.

7. Venue is proper in the Southern District of Florida because all underlying facts and transactions occurred in or about Wellington in Palm Beach County, Florida.

#### **Facts Common To All Claims**

8. Defendant Dracarys Polo Team LLC is an “employer” as that term is defined in Section 203 of the FLSA, because it is a privately owned for-profit entity.

9. Chetan Krishna is an “employer” as that term is defined in Section 203 of the FLSA, because: (1) they were Plaintiff’s head “boss” at Dracarys Polo Team LLC; (2) they had the power to hire and fire the employees, including Plaintiff; (3) they supervised and controlled Plaintiff’s work schedules and conditions of employment; (4) they determined the rate and method of payment for employees; and (5) they maintained employment records.

**COUNT I: VIOLATION OF THE FLSA**

10. Plaintiff reincorporates by reference Paragraphs 1 through 9, as if set forth in full herein for Paragraph 10.

11. Plaintiff began working at Defendant Dracarys Polo Team LLC in or before December 2017 until March 7, 2023.

12. At all times, Plaintiff held the same position at Dracarys Polo Team LLC, he was a general worker. Plaintiff was an “employee” of Defendants as that term is used in Section 203 of the FLSA because he was employed by Defendants to perform general cleaning and animal caretaking duties, and they do not fall into any of the exceptions or exemptions for workers under the FLSA.

13. Although schedules are subject to change, Plaintiff’s general schedule with Defendants required Plaintiff to work on average 49 hours per week from December 2017 until 2021, and 79.5 hours per week from 2022 until March 7, 2023.

14. Plaintiff was paid their wages on a(n) weekly basis.

15. Plaintiff’s wages were not based on the number of jobs performed or completed, nor was it based on the quality or efficiency of their performance.

16. Plaintiff’s rate of pay was \$750.00 per week, or \$9.72 per hour.

17. Throughout the course of Plaintiff’s employment with Defendants, Defendants regularly scheduled and directed Plaintiff to work in excess of forty (40) hours per week.

18. Defendants did not pay Plaintiff not less than one and a half (1.5) times the regular rate at which he was employed during the hours worked in excess of forty (40) hours per week.

19. On information and belief, Defendants have failed to keep proper time records tracking Plaintiffs’ time worked; and Defendants’ failure and refusal to pay Plaintiff overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA.

20. Plaintiff is entitled to recover unpaid overtime wages and liquidated damages for up to three (3) years prior to the filing of this lawsuit. On information and belief, this amount includes: (i) \$14,237.37 in unpaid overtime wages; (ii) liquidated damages of \$14,237.37; and (iii) Plaintiff's attorney's fees and costs, to be determined. A calculation of Plaintiff's damages is attached as Exhibit A.

**WHEREFORE**, Plaintiff Noe Mercado respectfully requests that the Court enter a judgment in their favor and against Defendants Dracarys Polo Team LLC and Chetan Krishna, jointly and severally, for:

- A. The amount of unpaid overtime wages for all time worked by Plaintiff in excess of forty (40) hours in individual work weeks, totaling at least \$14,237.37.
- B. An award liquidated damages in an amount equal to at least \$14,237.37;
- C. A declaration that Defendants violated the FLSA;
- D. An award reasonable attorneys' fees and costs; and
- E. Any such additional or alternative relief as this Court deems just and proper.

s/Daniel I. Schlade  
*Attorney For Plaintiff*  
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773-550-3775  
E: dschlade@justicialaboral.com

**PLAINTIFF DEMANDS TRIAL BY JURY**

## EXHIBIT A-NOE MERCADO

Week	Av. Hours/Wk.	Hours Over 40	Hrly. Wage	MW/Hr.	Unpaid MW	Unpaid OT	FLSA Liquidated
1/24/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
1/31/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
2/7/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
2/14/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
2/21/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
2/28/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
3/7/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
3/14/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
3/21/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
3/28/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
4/4/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
4/11/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
4/18/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
4/25/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
5/2/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
5/9/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
5/16/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
5/23/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
5/30/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
6/6/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
6/13/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
6/20/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
6/27/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
7/4/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
7/11/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
7/18/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
7/25/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
8/1/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
8/8/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
8/15/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
8/22/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
8/29/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
9/5/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
9/12/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
9/19/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
9/26/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
10/3/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
10/10/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
10/17/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
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11/28/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
12/5/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
12/12/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
12/19/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
12/26/2021	49	9	\$9.72	\$7.25	\$0.00	\$43.74	\$43.74
1/2/2022	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
1/9/2022	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
1/16/2022	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
1/23/2022	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
1/30/2022	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
2/6/2022	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
2/13/2022	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
2/20/2022	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
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5/1/2022	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
5/8/2022	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
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9/25/2022	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
10/2/2022	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
10/9/2022	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
10/16/2022	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
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1/1/2023	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
1/8/2023	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
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3/5/2023	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
3/12/2023	79.5	39.5	\$9.72	\$7.25	\$0.00	\$191.97	\$191.97
<b>TOTALS:</b>						\$14,237.37	\$14,237.37